

SIMPLE WORKS CONTRACT

AUSTRALIAN
BUILDING
INDUSTRY
CONTRACT



Australian
Institute of
Architects



Warning – The **contract price* may be subject to adjustment due to the following:

clause B2.3	Order of precedence of documents	clause L1	Adjustment of time with costs
clause E5.2	Limited right to arrange insurances	clause L2	Adjustment of time without costs
clause F7	<i>*Latent condition</i> or <i>*valuable item</i>	clause M7	Failure to issue notice of <i>*practical completion</i>
clause G8	Costs of opening up or testing	clause M8	Possession before <i>*practical completion</i>
clause H6.1	Architect may adjust contract	clause N8	If architect fails to issue certificate
clause J1	Architect may instruct <i>*variation</i> to the <i>*works</i>	clause N15	Interest on overdue amounts
clause J8	Claim for <i>*official document</i>	clause R10	Change in <i>*relevant legislation</i>
clause K4	Adjustment for <i>*provisional</i> or <i>*prime cost sum</i>		

ABIC SW 2018 H Qld

Simple Works Contract for Housing in Queensland

Contract Price: \$ _____

Owner: _____

Contractor: _____

Site: _____

Consumer Building Guide

The contractor must give you, the owner, a copy of the QBCC's Consumer Building Guide before you sign this contract. A copy of the Guide should have been included with this contract, but if not, you can request a copy from the contractor.

Cooling-off period and Right to Withdraw

You may have a 'cooling-off' right under Schedule 1B section 35 of the *Act, to withdraw from this contract. You may withdraw from this contract within 5 business days after the day you receive a copy of the contract signed by the contractor, or within 5 business days after you receive a copy of the Consumer Building Guide (whichever happens last). You can't withdraw from the contract after the 5 business days passes, or if you previously signed a similar contract for similar work on this site or if you pay for legal advice on this contract.

To exercise your right to withdraw, you must do the following:

1. prepare a written notice that states that you withdraw from this contract and identifies which section of Schedule 1B of the *Act you rely on to withdraw;
2. give this withdrawal notice to the contractor personally, or leave it at the contractor's address shown in the contract; and
3. ensure that you give the contractor the withdrawal notice before the end of 5 clear business days after the owner is given, or is aware that he or she is entitled to be given, a copy of this contract.

If you give a withdrawal notice to the contractor as set out above:

- The contractor may retain reasonable out-of-pocket expenses the contractor incurred before the notice was given.
- The contractor must refund all other money paid by the owner to the contractor under this contract.
- The owner is not liable to the contractor in any way for withdrawing from the contract.

Implied Warranties

Under the *Act, the contractor automatically gives you the following warranties:

- | | |
|--|---------------------|
| ✓ The materials used in the works will be new, good and suitable for the purpose for which they are used | Clause A3.2a |
| ✓ The works will be carried out in accordance with all relevant laws and legal requirements | Clause A3.2b |
| ✓ The works will be carried out in an appropriate and skilful way and with reasonable care and skill. | Clause A3.2c |
| ✓ The works will be carried out in accordance with the plans and specifications | Clause A3.2d |
| ✓ The dwelling or home will be suitable for occupation when the works are finished | Clause A3.2e |
| ✓ The works will be carried out with reasonable diligence | Clause A3.2f |
| ✓ Provisional sums and prime cost sums, if nominated by the contractor, have been or will be calculated with reasonable care and skill | Clause A3.2g |

Preview Only

This is an extract from our client resource library.

The full document includes detailed guidance, examples, and notes tailored to new projects.

To receive the complete version, simply get in touch — we'll be happy to provide it.

studio MWA